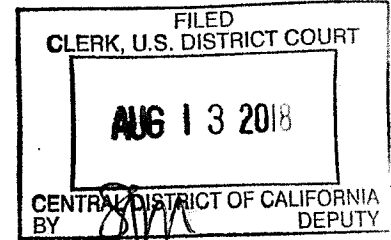


Steven Mandala
d/b/a TIREGRAFICX
8600 Commodity Circle STE 148
Orlando, FL 32819
(407) 900-0190
Defendant in Pro Per



**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

TIRE STICKERS, LLC

, Plaintiff

v.

SCUDERIA AUTOMOBILI;
TIRE GRAFICX;
EMINEL HOLDINGS; and

DOES 1 THROUGH 10, inclusive

, Defendants

CASE NO. 2:18-cv-5128 MWF (KSx)

Hon. Michael W. Fitzgerald

Hon. Magistrate Karen L. Stevenson

**DEFENDANT'S DECLARATION
IN SUPPORT OF MOTION TO
SET ASIDE ENTRY OF DEFAULT
PURSUANT TO FED. R. CIV. P. 55(c)**

Hearing Date: October 1, 2018

Hearing Time: 10:00 am

Place: Courtroom 5A

I, STEVEN MANDALA d/b/a TIREGRAFICX, declare as follows:

1. I am the Defendant in the above-entitled case.
2. I have personal knowledge of the following facts, and, if called as a witness, I could and would completely testify thereto.
3. I became aware of this lawsuit on June 13, 2018.
4. I took the following actions in response to the lawsuit:

A. Defendant notified legal counsel to assist in negotiating a settlement on

June 19, 2018

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1 B. Defendant's legal counsel held conference with Plaintiff's counsel to notify
 2 Defendant is unable to pay any alleged damages and any lawsuit brought
 3 against Defendant, if successful, would not be fruitful in obtaining any
 4 sums in damages.

5 C. Defendant sent Plaintiff an Answer to Complaint and Affirmative Defenses
 6 on July 23, 2018. Copies of the Answer were submitted to the Clerk of the
 7 Court and to the chambers of the Honorable Michael W. Fitzgerald on July
 8 23, 2018.

10 5. My delay in filing a response to the lawsuit was not intentional. I did not file a timely
 11 formal response to the lawsuit because:

12 A. Defendant was unable to find and afford an attorney eligible to defend this
 13 lawsuit in the Court in time to file an Answer within the timeframe allotted.

14 B. Defendant submitted an Answer to Complaint and Affirmative Defenses,
 15 which was rejected by the Clerk of the Court because Defendant did not label his
 16 person correctly as a sole proprietor, but mistakenly labeled himself as
 17 "TIREGRAFICX, Inc."

18 6. The following facts support my defenses to this lawsuit:

19 A. No Contract Exists Between Defendant and Plaintiff

20 The Plaintiff in the Complaint filed with the Court alleges Breach of Contract against
 21 the Defendant. To date, no contract exists between Steven Mandala d/b/a TIREGRAFICX.
 22 Absent of a contract, Plaintiff has failed to state a claim against Defendant Steven Mandala
 23 d/b/a TIREGRAFICX.
 24
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 26
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B. Defendant Has Not Infringed on Marks Owned by Plaintiff

The Defendant's business is a competitor of the Plaintiff and has not, and does not use Plaintiff's Marks, as described in the Complaint, to infringe upon and confuse the public.

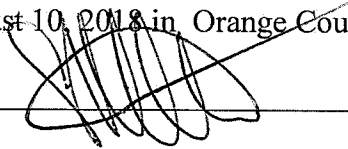
There are no references or claims to "Tire Stickers" on Defendant's website www.tiregraficx.com, with the exception of using "tire stickers" as a descriptive term under the doctrines of Fair Use, Nominative Fair Use, and/or descriptive use. Absent of any provable infringement by the Defendant against the Plaintiff, the Plaintiff has failed to state a claim against Defendant.

7. I have no reason to believe Plaintiff will suffer prejudice if the Court grants this motion.

The aforementioned facts, along with other factual evidence and affirmative defenses, Defendant is able to defend itself against any and all alleged claims in the lawsuit.

I declare under perjury that the foregoing is true and correct.

Executed on August 10, 2018 in Orange County, Florida

Sign: 

Steven Mandala
d/b/a TIREGRAFICX
Defendant in Pro Per